

perty, shows, I think, not only that enough shall remain to satisfy his creditors, but that this residuum shall be readily and conveniently accessible to them, and that they shall not be exposed to the expense, delay and difficulty of removing incumbrances from their way. If the remaining property of the grantor is encumbered, and litigation or difficulties must be encountered before his creditors can realize their claims, they are by the voluntary conveyance hindered and delayed. It cannot be said, under such a state of facts, that the grantor is in prosperous circumstances and unembarrassed, and the presumption against the deed for want of valuable consideration will be fatal to it.

I conclude, therefore, that though this Court may not concern itself with the distribution of the property of the parent among his children, it will not permit the claims of pre-existing creditors to be put in jeopardy by a voluntary conveyance from the parent to his child or children, nor will it suffer a deed of that description to stand, unless it be clearly shown that the grantor had left to him ample means to discharge all his obligations, but that these means are unencumbered and readily and conveniently accessible to his creditors. This, I understand, to be the true doctrine upon the subject, as it now stands, divested of much of the rigor of the earlier cases, and especially of the case of *Reade vs. Livingston*, before referred to, and it becomes, therefore, necessary to inquire whether the deeds of the 25th of March, 1825, and the 16th of June, 1825, the latter having been executed, to cure some supposed defect in the former, can receive the sanction of this Court when brought to the test of the principle as now understood.

It has been strenuously and forcibly urged by the counsel for the defendant, Samuel Worthington, that his title to the land conveyed by these deeds does not depend upon the condition of the affairs of Walter Worthington at the date of their execution, but that the question to be decided depends upon his situation in the year 1817, when the grantor purchased the lands from Mr. Emory, and when he gave his son a verbal promise that he would purchase a farm for him and